No. _____

IN THE SUPREME COURT OF THE UNITED STATES

October Term, 1971

RANDOLPH C. CHAMBERS, MRS. E. C. CHAMBERS, B. J. SHAW-KENNEDY, and S-K MOTORS, LIMITED,

PETITIONERS,

V.

NATIONWIDE MUTUAL INSURANCE COMPANY

PETITION FOR A WRIT OF CERTIORARI TO THE SUPREME COURT OF APPEALS FOR THE COMMONWEALTH OF VIRGINIA

Alvin D. Edelson, Esq.
Nash and Edelson
"O" Court Square
Charlottesville, Va.

Attorney for Petitioners

INDEX

	Page
Judgments Below	1
Jurisdiction	2
Questions Presented	3
Statutes Involved	3
Statement of Facts	5
Reasons for Granting the Writ	8
Conclusion	17

TABLE OF CITATIONS

Case Authority:

American Surety Co. v. Bank of California, 113 F 2nd 160, 1943	12
Anacostia Bank v. U. S. Fidelity and Guaranty, 119 F 2nd 455	12
Bank of Fort Mills v. Lawyers' Title Insurance Co., 268 F 2nd 313, 1959	11
Bernstein v. Nationwide Mutual Insurance Company, et al. No. 14,949, USCA 4th Cir.	12
Fageol Truck and Coach Co. v. Pacific Indemnity Co., 117 Pac. 2nd 661	9
Home Insurance Co. of New York v. Tumlin, 2 So. 2nd 435	9
Louisville Trust Co. v. Royal Indemnity Co., 482 SW 2nd 71, 1929	12
Myers v. Bank of America National Trust and Savings Association, 77 P 2nd 1084	12
Powers v. Calvert Fire Insurance, 1950, 57 SE 2nd 638	12
Schrier v. Holm Indennity Co., 273 A 2nd 248, 1971	12
Travelers Indemnity Co. v. Riggs National Bank, 323 F 2nd 804, 1963	12

Constitutional Authority:

Constitution of the United States, Article 1, Section 10, Clause 1	3, 4
Amendment V	4

Statutory Authority:

Code of Virginia, 1950, as amended Title 38.1 Section 38.1-382	4, 5

IN THE SUPREME COURT OF THE UNITED STATES

October Term, 1971

No. _____

RANDOLPH C. CHAMBERS, MRS. E. C. CHAMBERS, B. J. SHAW-KENNEDY, and S-K MOTORS, LIMITED,

PETITIONERS

V.

NATIONWIDE MUTUAL INSURANCE COMPANY

PETITION FOR A WRIT OF CERTIORARI TO THE SUPREME COURT OF APPEALS FOR THE COMMONWEALTH OF VIRGINIA

Petitioners, Randolph C. Chambers, Mrs. E. C. Chambers, B. J. Shaw-Kennedy, and S-K Motors, Limited, through counsel, petitions for a Writ of Certiorari to review the judgment of the Supreme Court of Appeals for the Commonwealth of Virginia entered January 26, 1972.

JUDGMENTS BELOW

The Supreme Court of Appeals for the Commonwealth of Virginia affirmed judgment below by denying Petition for Writ of Error on January 26, 1972. The Supreme Court of Appeals, however, did grant a stay of their Order contingent upon

the filing of a Petition for a Writ of Certiorari by April 25, 1972. Judgment below was without opinion.

JURISDICTION

The Order of the Supreme Court of Appeals for the Commonwealth of Virginia granted stay pending filing a Petition for Writ of Certiorari to the Supreme Court of the United States. Several Constitutional questions are involved in the proceedings below. The first question is whether allowing the judgment herein violates Article 1, Section 10, Clause 1 of the Constitution of the United States, said Article prohibiting the impairment of contracts. This point was raised and preserved in that the insured maintained that he had a right to contract for the benefit of a third-party, loss-payee, without risk. The statute of Virginia required notice of cancellation of premium, and that despite failure of such notice to the loss-payee, and the actual reimbursement of the loss-payee, the insurance company was allowed to reimburse itself by judgment against the insured.

Secondly, the Petitioners challenged the accepted use and honoring of a subrogation form approved by the State Insurance Commissioner, which form allows an insurance company to assert subrogation by mere claim, and which does not properly define the application of the principle of subrogation, but leaves same to mere custom or usage of trade, as being an unlawful delegation of legislative powers and, further, a violation and deprivation of property in violation of the 5th Amendment to the Constitution of the United States.

Thirdly, the Petitioners assert that allowing an insurance company to be the beneficiary of its own negligence is contrary to the public policy of the United States, is a wanton, willful and capricious abrogation of the State's right to regulate insurance, and is designed to perpetuate an unjust and economic hardship against persons of the United States, specifically in favor of insurance companies.

QUESTIONS PRESENTED

1. Whether an insurance company who does not come within the state legal requisites necessary for cancellation of an insurance policy, may nevertheless honor the policy as to the loss-payee, but renounce the same policy as to the insurer and thus indemnify itself at insurer's expense, does not contravene due process of law.

2. Whether a statute which simply allows the insurance commissioner to let insurance forms be used which are in common usage stand as a legislative fiat to allow insurance companies to sue whomever they choose on any note which they may recover by virtue of the payment of a claim, is not unconstitutional by allowing arbitrary and capricious legislation in violation of the Fifth Amendment to the Constitution of the United States.

3. Whether an insurance company may be allowed to profit by its negligence and assert subrogation rights which arise directly as a result of its own negligence to the detriment of innocent third-party beneficiaries.

STATUTES INVOLVED

United States Constitution

Article 1, Section 10, Clause 1

No State shall enter into any Treaty, Alliance, or Confederation; grant Letters of Marque and Reprisal; coin Money; emit Bills of Credit; make any Thing but gold and silver Coin a Tender in Payment of Debts; pass any Bill of Attainder, ex post facto Law, or Law impairing the Obligation of Contracts, or grant any Title of Nobility.

Amendment V - Capital Crimes; Double Jeopardy; Self-Incrimination; Due Process; Just Compensation for Property.

No person shall be held to answer for a capital, or otherwise infamous crime, unless on a presentment or indictment of a Grand Jury, except in cases arising in the land or naval forces, or in the Militia, when in actual service in time of War or public danger; nor shall any person be subject for the same offence to be twice put in jeopardy of life or limb; nor shall be compelled in any criminal case to be a witness against himself, nor be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use, without just compensation.

Code of Virginia

Title 38.1 Insurance
§38.1-382 Adoption of standard forms for motor vehicle liability and motor vehicle insurance.

Whenever the Commission is of the opinion that any form of policy, or any form of rider, endorsement or other special or supplemental agreement or provision, for use in connection with any contract of motor vehicle insurance to be issued or delivered in this State, is so extensively used that a standard form thereof is desirable, it shall prepare such standard form, and file a copy in its office, and shall provide by order that on a day not less than thirty days thereafter such form shall

become a standard form for use by all companies unless objection thereto is filed with the Commission within twenty days after the entry of the order. The Commission shall mail a copy of its order to all companies licensed to transact the kind of insurance to which such form is applicable, and to all rating and advisory organizations representing such companies.

STATEMENT OF FACTS

On March 25, 1970, Randolph C. Chambers purchased a 1970 Fiat automobile from S-K Motors, Limited, a Virginia Corporation, which operated a car dealership in Charlottesville, Virginia.

In order to procure the funding for the purchase of this automobile, Randolph C. Chambers made a promissory note in favor of Citizens Bank & Trust Co., Charlottesville, Virginia. This note was also secured by the signatures of Mrs. E. C. Chambers, Petitioner, S-K Motors, Limited, Petitioner, and B. J. Shaw-Kennedy, Petitioner.

Mr. Chambers secured insurance from Nationwide Mutual Insurance Company by financing payment of the premiums through Premium Accpetance Company, a company engaged in the business of financing insurance, and a company duly authorized to secure insurance on behalf of Nationwide Mutual Insurance Company, the plaintiff below. This insurance covered, in addition to other things, damage to the automobile as a result of collision.

The policy named Citizens Bank & Trust Co. as loss-payee, and Citizens Bank & Trust Co. and Nationwide Mutual Insurance Company executed a so-called "loss-payee clause endorsement," which endorsement is an exhibit herein and provides, among other things, that the insurance company shall have the right, when it pays for loss and

there was "no liability," that the company shall, to the extent of such payment, be legally subrogated to the rights of the party to whom such payment was made.

Premium Acceptance Company on August 14, 1970, requested cancellation of the above insurance policy for non-payment of premiums, said cancellation to be effective August 21, 1970. Notice that request for cancellation would be made was sent to Mr. Chambers on July 16, 1970, by Premium Acceptance Company, but no notice was sent to the loss-payee bank, Citizens Bank & Trust Co., or to Mr. B. J. Shaw-Kennedy. It was established that Petitioner Chambers had executed a Power of Attorney to request cancellation in the event of default of premium payment, and that he had in fact defaulted in premium payment.

Nationwide Mutual Insurance Company did not have listed anywhere on their insurance policy, S-K Motors, Limited, or B. J. Shaw-Kennedy, nor were these entities listed on any of Nationwide's records. There was no evidence that Nationwide had any knowledge of any interest of S-K Motors, Limited, or B. J. Shaw-Kennedy, prior to the acquisition of the note mentioned above.

On August 19, 1970, Nationwide Mutual Insurance Company, Plaintiff, sent a notice to Citizens Bank & Trust Co. that the policy would be cancelled fifteen days subsequent to August 19, 1970, at 12:01 A.M., or on September 3, 1970.

On August 23, 1970, the car in question was totally demolished in a collision.

Nationwide Mutual Insurance Company, Appellee, paid the cost of the collision, $1,103.40, to Citizens Bank & Trust Co., and said note of March 25, 1970, referred to above, was assigned

to Nationwide Mutual Insurance Company, in exercise of its right to subrogation.

No payments were made on the note subsequent to the collision of August 23, 1970.

Mr. B. J. Shaw-Kennedy testified that he gave his endorsement on this particular note in order to accomodate E. C. Chambers' son, who was to drive the car, in order that the "young fellow could have a first-class car," and that it never occurred to him to have his name put on the title or on the insurance policy.

Nationwide Mutual Insurance Company, Appellee, than made demand against each of the petitioners and sued them all jointly and severally for the note.

The Court below ruled that the loss-payee provision between Nationwide Mutual Insurance Company and Citizens Bank & Trust Co. was valid and that Nationwide Mutual Insurance Company could recover against the defendants.

The defense took exception on the grounds that:

a. The insured had a right to contract for the benefit of a loss-payee without risk;

b. Nationwide Mutual Insurance Company was not a bonafide holder in due course;

c. Procurement by Nationwide Mutual Insurance Company of the note was actually an engagement in the business of banking by Nationwide Mutual Insurance Company and a violation of Section 38.1-31, Code of Virginia, as amended; and

d. The Court erred in allowing Nationwide Mutual Insurance Company to benefit by its own negligence in that Nationwide Mutual Insurance Company failed to give notice of cancellation to the guarantors of the note.

REASONS FOR GRANTING THE WRIT

Question 1: Whether an insurance company who does not come within the state legal requisites necessary for cancellation of an insurance policy, may nevertheless honor the policy as to the loss-payee, but renounce the same policy as to the insurer and thus indemnify itself at insurer's expense, does not contravene due process of law.

Question 2. Whether a statute which simply allows the insurance commissioner to let insurance forms be used which are in common usage stand as a legislative fiat to allow insurance companies to sue whomever they choose on any note which they may recover by virtue of the payment of a claim, is not unconstitutional by allowing arbitrary and capricious legislation in violation of the Fifth Amendment to the Consition of the United States.

Petitioners urge that this case is a complete deprivation of property without benefit of application of the law of the State, which it would seem should have been controlling at the very outset. By State law there was no way to cancel the insurance policy in question without giving the loss-payee, Citizens Bank & Trust Co. fifteen days notice subsequent to August 19, 1970. Thus by the laws of the State of Virginia, the insurance policy in question was in effect up to and through September 3, 1970. The accident in this matter occurred during this effective period, August 23, 1970.

After displaying much truculence, the insurance company finally honored the insurance claim by payment to Citizens Bank & Trust Co., but in doing so insisted that the bank endorse the purchase note over to itself.

It has been the contention of the Petitioners throughout that if in fact the loss-payee is covered under an insurance claim, the insurer must likewise be covered in the absence of fraud. The authorities are myriad. Home Insurance Co. of New York v. Tumlin, 2 So. 2nd 435; Fageol Truck and Coach Co. v. Pacific Indemnity Co., 117 Pac. 2nd 661.

Yet the Nationwide Mutual Insurance Company relies upon a general subrogation clause which it exercised with a bank, without consideration, as empowering it to abrogate its own contract with the insured, which is a paid contract of consideration. The subrogation clause is almost farcial in its scope. It is perhaps a tribute to the apparent endless power of Nationwide Mutual Insurance Company to do virtually what it wants in the State of Virginia. The subrogation clause which is in the record, reads as follows: "Whenever the Company shall pay the Lienholder any sum for loss or damage under such policy and shall claim that, as to the Lessee, Mortgagor, Owner or other Debtor, no liability therefor existed, the Company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the debt, or may at its option, pay to the Lienholder the whole principal due or to grow due on the mortgage or other security agreement with interest, and shall thereupon receive a full assignment and transfer of the mortgage or other security agreement and of all such other securities, but no subrogation shall impair the right of the Lienholder to recover the full amount of its claim."

This so-called subrogation clause is part of a standard form that Nationwide Mutual Insurance Company uses with all banks throughout the State of Virginia. Its authority comes from §38.1-382 of the Code of Virginia, as amended. This provision provides no legislative guidelines or criterion, but simply allows that an insurance commissioner may use forms which have become common practice.

Thus, we are carried to the heights of unlawful delegation of power, not to a legislative bureaucrat, but to a legislative clerk. The forms that become customary to use are simply those published by Nationwide and other insurance companies. The effect of the statutory proviso is thus to allow Nationwide to write its own statutes with regard to the regulation of insurance in the State of Virginia. The farce is carried to its extreme in the present case, where an endorser on a note who is not notified, warned, or in any ways put on his guard, suddenly finds himself sued by the insurer or the note maker. This statutory proviso is nothing more than a green light for any large insurance company, Nationwide or others, to do whatever they please in the State of Virginia, and that is exactly what they have done in this case.

Yet, despite the unusual circumstances of this case, despite peculiar twists and turns and irony of the positions of all parties, both the Court of general jurisdiction and the Supreme Court of the state remain deadly silent as to the result. The Corporation Court where the judgment was rendered simply ruled that the plaintiff could recover. It did not rule that the plaintiff could recover as a bonafide holder in due course; it did not rule that the plaintiff could recover by the State Insurance Commissioner approving of the subrogation form; it did not rule that the plaintiff could recover by virtue of the negligence of the maker; it simply ruled that the plaintiff could recover.

The Supreme Court of the State of Virginia likewise, simply by silence, allows the plaintiff to recover as well. Petitioners respectfully submit that the statutory proviso controlling the use of forms in insurance policies is rule by fiat. It is not even ruled by governmental fiat; it is ruled by insurance company fiat. It is sham; it is farce; and it contravenes every concept of the protection of property, and contractual rights afforded under the Constitution of the United States.

Question 3. Whether an insurance company may be allowed to profit by its negligence and assert subrogation rights which arise directly as a result of its own negligence to the detriment of innocent third-party beneficiaries.

Even were we to concede that a bank did have a right to contract with an insurance company for the benefit of the insurance company, surely in this particular case we have violated here every concept of the exercise of subrogation as it has been understood in our Courts. The United States Court of Appeals for the Fourth Circuit has enunciated time and time and time again that subrogation is not a contractual right, but is an equitable right controlled by conscience and that it is a right that can never be converted to one of assignment. Bank of Fort Mills v. Lawyers' Title Insurance Co., 268 F 2nd 313, 1959. In the Fort Mills case, a bank innocently honored a forged check. The title insurance company was forced to make good on the check. The title company then sought subrogation against the bank. The Court noted overwhelming authority that the insurance company had to pursue its action on the basis of equitable balance and that if it could not show equities in its favor by virtue of some negligence on the bank's part, it was not entitled to subrogation. The Court further noted the universal concept that a surety company starts with a presumption of lower equity

in a subrogation action. American Surety Co. v. Bank of California, 133 F 2nd 160, 1943; Myers v. Bank of America National Trust and Savings Association, 77 P 2nd 1084; Louisville Trust Co. v. Royal Indemnity Co., 482 SW 2nd 71, 1929; Powers v. Calvert Fire Insurance, 1950, 57 SE 2nd 638.

The doctrine that an insurer, in pursuing subrogation, must establish a superior equitable position, has further been followed in Schrier v. Holm Indemnity Co., 273 A 2nd 248, 1971; Travelers Indemnity Co. v. Riggs National Bank, 323 F 2nd 804, 1963; Anacostia Bank v. U. S. Fidelity and Guaranty, 119 F 2nd 455.

In the case at hand the insurance company did not even attempt to establish an equitable position. Contrary to every case authority in existence, it pursued its action as a matter of assigned right. Again we do not know by which mysterious process the Court of general jurisdiction or the Supreme Court of Virginia arrived at its decision. The Corporation Court does not tell us whether it held that the insurance company was a bonafide holder in due course, but remained silent; the Supreme Court of the State of Virginia also remained silent. Yet the insurance company relies upon the subrogation right to destroy and invalidate its own contract with its insured, not only to the detriment of the insured but to the detriment of innocent third-party endorsers. The U. S. Court of Appeals for the Fourth Circuit was repelled by this in a case in which this attorney had the privilege of appearing, Bernstein v. Nationwide Mutual Insurance Company, et al, No. 14,950, Petition for Rehearing En Banc Pending. The Court in Bernstein held that placing a car upon the road was a representation to the public at large that the automobile was insured. In their own words, "We hold that such a potential

defeasance of the policy is void against the public as contrary to the aim of the State. It is misleading, too. The insurer is well aware that only because of the insurance are the car and the driver licensed to operate on the highways. The very appearance of the car confirms to the public that it has this protection, when actually it is the company which is safe from loss. Up its sleeve the insurer holds the card of renunciation, not to be played until the happening of an accident, the very event the statutes would cover." Thus, the United States Court of Appeals for the Fourth Circuit has recognized that allowing an insurer to sneak away from the constructive representation made to the public by virtue of his insurance is but to allow a fraud upon the public. In fact the Court's present holding would refuse to allow a recision of any policy which had been in effect for a reasonable time, "ten to fifteen days."

Far more than Bernstein, in this particular case, the insurer not only in attempting to avert the effects of its contract, has attempted to do so through its own gross negligence. First the insurer allows a brokerage firm, Premium Acceptance Company, to peddle and finance its insurance by getting interest for it over a longer period of time. It sets out no guidelines for Premium Acceptance Company, except that it gives this company the power to request cancellation of the insurance. It does not tell Premium Acceptance Company to notify endorsers, and did not in this case, and yet it wants to take advantage of the negligence of Premium Accpetance Company to escape liability and it did so successfully in this case.

It does so because a statute allows an Insurance Commissioner to approve a form "in use." It apparently makes no difference if the form contravenes law, misstates law, or is unconstitutional. The sole criteris is use, not administrative

expertise, but use. Indeed, the legislature may well have used the word "habit." The meaning would be unchanged. The practical effect is that Nationwide makes law, by printing whatever their legal department finds advantageous. The only analgous power that I am able to conceive equivalent to that granted Nationwide would perhaps be that of the Tsar; Ivan the Terrible, granted by the starving populace of Moscow during the Middle Ages.

This attorney is well aware that one of the most effective means of disposing of a difficult legal question is to judicially ignore it. This can easily be accomplished through the means of denial of writs requiring no opinion, or the widely-used "Denial, Per Curiam, No Opinion." The method is effective for disposing of cases. It is not very effective in maintaining a system of justice responsive to legalistic problems arising in American society.

It is a great American irony that a system of law famous for its demands for logic and reason, does not require of its final guardians, Appellate Courts, State and Federal, a reason for what they do.

Yet, we are constantly creating an illusion of infallibility by allowing an appellate body to act without giving a reason.

It is rationalized, that the reason for giving no opinion is lack of worthiness. I do not believe this to be true. I believe the reason for not giving an opinion is frequently inadequate judicial administration of justice. Justice often must suffer because there is, among other things, too much paper work, not enough law clerks, not enough printing machines, not enough typists, and other things incidental to the bureaucracy of an organization overloaded with administrative backlog.

There is, further, an even more unattractive reason for refusals to give opinions and thus a reason, and that is the haunting spectre of judicial avoidance. The Court, if it desires, can stay behind its silence, and not expose to the world at large, a possible lack of good, sound reason for what it does. As in Alice in Wonderland, "It is because I say it is."

A look at this case is a classic example of the injustice by caprice.

The Court below rules in favor of an insurance company. It may do so because in its opinion the insurance company is a bonafide holder in due course; the insurance form is a valid legislative fiat; subrogation is an assignment and not an action in equity; or numerous other reasons founded in the law. The Court, however, simply allows recovery, leaving the world to guess at the reason for its decision. The Appellate Court declines to hear the decision, and the result is affirmance. The atmosphere remains dark, of course, and the people who are victims of the decision are left to grope in the myriad of the tunnels of unreason.

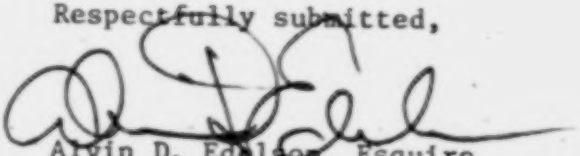
How does one tell a client that the Court does not have to give a reason, or that the Court does not have to follow precedent, that the Court, in fact, can do exactly as it chooses. The client at first does not comprehend. Then he does not believe, and finally comes the worst, he refuses to allow himself to care, or to rely in any way upon the Court for properly dispensing justice.

If to sit and judge the matters of the world,
You must climb to lofty heights,
Always know, that such climbs, are not to
Keep you from your fellow man,
Or to examine the beauty of the crevices
Hidden in the peaks.
Nor to sniff the pureness of the air.
But solely, my dear brethern, to enable you
The better to see the simple matters
That confound your fellow men below.

CONCLUSION

The Petition for a Writ of Certiorari should be granted.

Respectfully submitted,

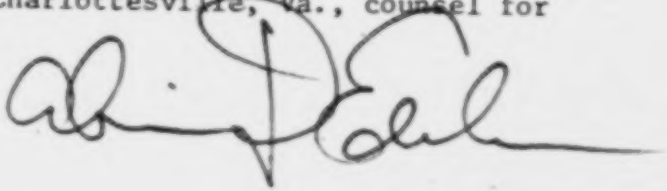


Alvin D. Edelson, Esquire
Counsel for Petitioner

April, 1972

Certificate of Service

I hereby certify that I have served by mail, postage prepaid, this 17 day of April, 1972, three copies of the above Petition for a Writ of Certiorari to George R. St. John, Esquire, at 416 Park Street, Charlottesville, Va., counsel for Appellee.



VIRGINIA: IN THE CORPORATION COURT OF THE CITY OF CHARLOTTESVILLE

May 27, 1971

Nationwide Mutual Insurance Company,
Plaintiff

V.

Randolph C. Chambers, Mrs. E. C. Chambers, S-K Motors, Limited, and B. J. Shaw-Kennedy,

Defendants

JUDGMENT ORDER

On May 25, 1971, came the Plaintiff and the Defendants, by counsel, upon the civil warrant issued at the instance of the Plaintiff, properly issued and served upon each of the respective Defendants and returnable to the Municipal Court of the City of Charlottesville; upon the motion of the Defendants by counsel for removal of this cause from the Municipal Court of the City of Charlottesville, to this court, with supporting affidavit; thereupon both the Plaintiff and the Defendants having waived trial of the issues here by jury and electing and requesting that all matters of law and fact be submitted to the court for hearing and determination without the intervention of a jury, issue was joined; and the court, having fully heard the evidence and arguments of counsel, finds for the Plaintiff against each and every one of the Defendants jointly and severally in sum of one thousand one hundred three dollars and fifty cents ($1,103.50) plus 25% of said sum for attorney's fee and interest on said sum plus attorney's fee, in the amount six per centum per annum from the 25th day of May, 1971, until paid.

It is, therefore, ADJUDGED and ORDERED that Nationwide Mutual Insurance Company recover and have judgment against the Defendants jointly and severally in the sum of one thousand one hundred three dollars and fifty cents ($1,103.50) plus 25% attorney's fee with interest thereon from 25 May, 1971, until paid as well as the Plaintiff's costs in this behalf expended, to all of which action of the court the Defendants by counsel duly except.

On motion of the Defendants, execution of said judgment is suspended for sixty days (60) from this day, provided the said Defendants should, within ten days (10) from this date, enter into a suspending bond, or a combination suspending bond and supersedeas bond, in the penalty of four thousand dollars (44,000) with good security to be approved by the Clerk of this court conditioned according to law.

S/ GEORGE M. COLES, Judge

I ASK FOR THIS:

/s/ George R. St. John P.Q.

SEEN AND OBJECTED TO:

S/ Alvin D. Edelson, Esq.

A Copy, Teste:

Carl E. Hennrich, Clerk

/s/ Carrie T. Daniel, Deputy Clerk

VIRGINIA:

IN THE SUPREME COURT OF VIRGINIA HELD AT THE SUPREME COURT BUILDING IN THE CITY OF RICHMOND ON WEDNESDAY THE 26TH DAY OF JANUARY, 1972.

The Petition of Randolph C. Chambers, Mrs. E. C. Chambers, B. J. Shaw-Kennedy, and S-K Motors, Limited, for a writ of error to a judgment rendered by the Corporation Court of the City of Charlottesville on the 27th day of May, 1971, in a certain action at law then therein depending, wherein Nationwide Mutual Insurance Company was plaintiff and the petitioners were defendants, having been maturely considered and a transcript of the record of the judgment aforesaid seen and inspected, the court being of opinion that there is no reversible error in the judgment complained of, doth reject said petition, and refuse said writ of error, the effect of which is to affirm the judgment of the said corporation court.

A copy,

Teste:

Howard G. Turner, Clerk

By: /s/ Allen L. Lucy,
Deputy Clerk

c

VIRGINIA:

IN THE SUPREME COURT OF VIRGINIA HELD AT THE SUPREME COURT BUILDING IN THE CITY OF RICHMOND ON MONDAY THE 14TH DAY OF FEBRUARY, 1972.

Randolph C. Chambers, Mrs. E. C. Chambers, B. J. Shaw-Kennedy, and S-K Motors, Limited,

Plaintiffs in error,

against Record No. R-13029

Nationwide Mutual Insurance Company,

Defendant in error.

ORDER STAYING EXECUTION OF JUDGMENT

Upon consideration of the application of the plaintiffs in error, by counsel, praying for a stay of execution of the judgment rendered herein on January 26, 1972, in order that they may have reasonable time and opportunity to present to the Supreme Court of the United States a petition for a writ of certiorari to review the judgment of this court, it is now ordered that the execution and enforcement of the judgment of this court in the above-styled case rendered on January 26, 1972, be, and the same is hereby, stayed, until the 25th day of April, 1972, on the expiration of which time the same may be enforced unless the case has been before that time docketed in the Supreme Court of the United States, in which event enforcement thereof shall be stayed until the final determination of the case by that court.

A copy,

Teste:

d

/s/ H. G. Turner

Clerk.